## CONTRACT

## State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Vendor ID 0000005932 Office Max 141 Leroy Rd Williston VT 05495 USA

Contract ID	Page
000000000000000000000000000000000000000	011245 1 of 2
Contract Dates	Origin
04/02/2007 to 03/31/20	10 CPS
Description:	Contract Maximum
CPS- HUMANSCALE KI	EYBOARD TRAYS \$9,999,990.00
Buyer Name Buy	ver Phone Contract Status
McIntyre, John	Approved

### Phone #:

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	HUMANSCALE KEYBOARD TRAYS	EA	0.01000	0.00	0.00

ALL HUMANSCALE KEYBOARD TRAYS ARE 56% OF LIST PRICE. SEE ATTACHED DOCUMENTS FOR VARIOUS STYLES OF KEYBOARDS AND MOUSE PLATFORMS. ALL PLATFORMS ARE MOUNTED ON THE G2 KEYBOARD ARM. ALL PRICES SHOWN ARE LIST.

IF NEEDED, INSTALLATION CAN BE ARRANGED AT NO COST.

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE: TO PROVIDE HUMANSCALE KEYBOARD TRAYS TO STATE AGENCIES.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR 24 MONTH PERIOD WITH AN OPTION TO REWEW FOR TWO ADDITIONAL 12 MONTH PERIODS.

THIS CONTRACT IS WRITTEN IN ACCORDANCE WITH THE STATES REQUEST FOR PROPOSAL ENTITLED "KEYBOARD TRAYS" DATED 01/03/2007 AND THE CONTRACTORS RESPONSE DATED 01/25/2007.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURERED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARD FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARD WILL BE DEEMED UNACEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR¿S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

# **CONTRACT**

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 000005932 Office Max 141 Leroy Rd Williston VT 05495 **USA** 

Page 2 of 2 Contract ID 000000000000000000011245 Origin Contract Dates CPS
Contract Maximum 04/02/2007 to 03/31/2010 Description: CPS- HUMANSCALE KEYBOARD TRAYS \$9,999,990.00

Buyer Name Buyer Phone Contract Status McIntyre, John Approved

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IF YOU H	AVE ANY QUES	TIONS REGARDING	THIS DOCUME	ENT PLEASE C	ONTACT:				
JOHN McI									
<b>PURCHAS</b>	SING AGENT								
802-828-2	2210								
FAX 802-8	828-2222								
john.mcint	tyre@state.vt.us								
	WE THE	UNDERSIGNED	PARTIES A	GREE TO B	E BOUND B	Y THIS	CONTRACT		
By the S	STATE of VERM	ONT			By the	CONTRACI	OR		
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